

# PENDLETON COUNTY FISCAL COURT

April Term, April 28th, 2009

COURT MET PURSUANT TO ADJOURNMENT  
With  
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE  
Presiding

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MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Alan Whaley, Stacey Wells

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Judge Bertram, Pledge Allegiance lead by Judge Bertram

Rick VanMeter, Field Representative with Congressman Davis' office was present to introduce himself to the court and to let the public know that he is available for any questions or problems that they may have.

## In Re: Agenda

Judge Bertram presented the agenda for this meeting and ask that it be amended to include items 9A – Pendleton County Water District Appointment, 11A – Cedar Line Nature Preserve mowing contract, and item 12A – Employee suspension. Squire Veirs made a motion to approve the agenda as amended, seconded by Squire Whaley, motion carried.

## In Re: Approval of Minutes

Pendleton County Fiscal Court Clerk, Vicky King, submitted a written report from the Fiscal Court meeting of April 14<sup>th</sup>, 2009 to the court. Squire Fogle made a motion to approve the minutes as presented seconded by Squire Whaley, motion carried.

## In Re: Approval of Treasurer's Report

Pendleton County Treasurer, Vicky King, submitted written reports for the month of March 2009 and the third quarter of FY 2009 to the court at the April 14<sup>th</sup>, 2009 meeting. Squire Wells made a motion to accept the treasurer's reports as presented, seconded by Squire Veirs, motion carried.

## In Re: Residents from Ruth's Court and Ashley Lane

Several property owners and residents of Ruth's Court and Ashley Lane came before the court requesting information on forming a special taxing district for road repairs. The residents stated that both streets are in need of extensive repairs and where interested in the process of forming a taxing district in order to generate the needed revenue for such repairs. County Attorney Jeff Dean informed the group that he cannot represent them due to the conflict of interest, he did inform the group that he would be able to check any documents that they need to present in order to establish this taxing district.

This was for information only, no action taken.

## In Re: First Reading of Ambulance Taxing District Ordinance

Judge Bertram presented and read the Ambulance Taxing District Ordinance. Discussion was held and the following changes are to be made to the Ordinance.: Section 1 – There is hereby created a Special Ambulance Taxing district pursuant to KRS 108.105, along with all non - conflicting provisions of KRS 108.080 through 108.180, which shall have all the powers and duties as set out or anticipated therein: Section III – the following should be added to the first sentence – with exception of setting the tax rate as provided in Section II of this Ordinance: Section VI – The Ambulance District Board shall provide a bond for all board members as provided by law: Section VII – second sentence should read: Due to the fact that equipment life expires, all equipment after its normal useful life has expired, as determined by the board, shall be the property of the board and shall be disposed of using the manner outlined in KRS 45A.425.

Squire Whaley made a motion to accept this as the first reading of the ordinance with the suggested changes, seconded by Squire Veirs, motion carried.

**ORDINANCE NUMBER \_\_\_\_\_**  
**AMBULANCE TAXING DISTRICT**

**AN ORDINANCE OF AND BY THE PENDLETON COUNTY FISCAL COURT ESTABLISHING A SPECIAL AMBULANCE TAXING DISTRICT PURSUANT TO KRS 108.080 THROUGH KRS 108.180.**

**WHEREAS**, the Pendleton County Fiscal Court has provided Ambulance Service to the citizens of Pendleton County through revenue generated in its county budget, and

**WHEREAS**, such ambulance service has been provided by the county since 1991 to include basic life support along with advanced life support, and

**WHEREAS**, due to increases in cost and the number of calls for ambulance services, the Pendleton County Fiscal Court has been forced to add an additional ambulance crew and to seek advisement from our constituent base so as to build a solid future for the ambulance service, and

**WHEREAS**, a group of approximately 40 interested Pendleton County citizens have met and after researching this issue, has advised the Pendleton County Fiscal Court to create a Special Ambulance Taxing District.

**NOW THEREFORE**, be it hereby ordained by the Fiscal Court of the County of Pendleton, Commonwealth of Kentucky, as follows:

**SECTION I**

There is hereby created a Special Ambulance Taxing District pursuant to KRS 108.080 through KRS 108.180, which shall have all the powers and duties as set out or anticipated therein.

**SECTION II**

The special taxing district board shall be appointed no later the thirty (30) days after the adoption and final publication of this ordinance. The board shall set the tax rate each year as prescribed in KRS 132.0225. The initial tax rate shall be set on or about August 2009, not to exceed ten cents (\$0.10) per one hundred dollars (\$100) of full assessed valuation, as defined in KRS 108.105 (3). The district board may also set a tax rate on tangible property, autos, boats and planes not to exceed the aforementioned rate as defined in KRS 108.105 (3). The board shall set such tax rate based on needed revenue to provide adequate and cost effective ambulance service to the citizens of Pendleton County that are not currently a part of an existing district providing such a service.

### SECTION III

Because tax revenue cannot be collected from the newly created Special Ambulance Taxing District until October 1, 2010, and as the county is providing ambulance service through a contract with a provider until July 31, 2010, it is hereby directed through this ordinance that the Special Ambulance Taxing District Board shall only serve as an advisory board to the Pendleton County Fiscal Court until July 31, 2010. The Ambulance Board will begin contract negotiations or research direct ambulance service on or about June 1, 2010 in order to take over full and complete administrative ambulance service for the district beginning August 1, 2010. The Fiscal Court will provide the needed revenue in order for the district to provide ambulance service through the months of August, September, October, and if need be November, or until sufficient revenue is collected to administer ambulance service.

### SECTION IV

The Special Ambulance Taxing District shall be comprised of a six (6) members; three (3) members from the County of Pendleton, two (2) members from the City of Falmouth and one (1) member from the City of Butler as defined pursuant to KRS 108.110 (1) (b) & (d). Pursuant to KRS 108.110 (2) each member shall reside within the district and within the county or city of which he or she was appointed to represent.

### SECTION V

This ordinance shall establish the Special Ambulance Taxing District as identified in Section II of this ordinance and all board members shall be appointed by the appropriate jurisdiction as defined pursuant to KRS 108.110 (1) (b) & (d) no later than 30 days following such establishment of this ordinance pursuant to KRS 108.110 (3). The board members shall be appointed for a term of two (2) years each, except that initially the appointing authority shall appoint a minority of the board members for one (1) year terms. Subsequent terms shall all be for two (2) years. Any vacancy shall be filled by the appointing authority for the unexpired term. A board member may be removed from office as provided by KRS 65.007.

### SECTION VI

The Special Ambulance Taxing District Board shall meet no less than one (1) meeting per month and shall appoint at its first meeting a Chairman, Vice Chairman, Secretary and Treasurer. By-Laws and protocol for conducting board meetings shall be developed and approved as soon as possible after the first meeting and shall comply with all sections of KRS 108.110.

### SECTION VII

All equipment now belonging to the county including the ambulance quarters, shall be leased to the Ambulance Taxing District at the rate of \$1.00 per year beginning August 1, 2010. Due to the fact that equipment life expires, all equipment after its determined life has expired, as determined by the board, shall be the property of the board and shall be disposed of using the manner outlined in KRS 45A.425. The ambulance quarters at 705 West Shelby St., Falmouth, Kentucky 41040 shall always remain the property of the County of Pendleton and shall be leased to the Ambulance District Board for \$1.00 per year as long as needed by the district. At any time that the district is abolished or discontinues to perform adequate ambulance service, the county fiscal court, shall dissolve the district and any and all assets of the district shall revert back to the county.

### SECTION VIII

The provisions of this ordinance are severable. If any sentence, clause or section or part of this ordinance or the application thereof to any particular case is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or repeal any of the remaining provisions, sentences, clauses or sections or part of this ordinance, it being the legislative intent of this body to ordain and enact such provision, section, paragraph, sentence, and part hereof separately and independently of such other provision.

### SECTION IX

This Ordinance shall be in full force and effective upon passage, publication, and recording, according to law.

\_\_\_\_\_  
HENRY W. BERTRAM  
Pendleton County Judge

Executive  
ATTEST:

\_\_\_\_\_  
VICKY KING  
Pendleton County Fiscal Court Clerk

FIRST READING: \_\_\_\_\_  
SECOND READING: \_\_\_\_\_  
PASSAGE: \_\_\_\_\_  
PUBLICATION: \_\_\_\_\_

### In Re: Resolution Adjusting the Price for Culvert Installation on County Roads

Judge Bertram presented and read a resolution to the court adjusting the price for Culvert Installation on county roads. After discussion it was suggested that the 4<sup>th</sup> Whereas be removed from the document and that item 3 be changed to read: A surface catch culver 24' X 15" will cost the property owner or the person requesting the installation the amount of \$1,500.00 including the culver, gravel and placement.

Squire Wells made a motion to approve the resolution with the suggested changes, seconded by Squire Veirs, motion carried.

**PENDLETON COUNTY FISCAL COURT  
RESOLUTION**

**A RESOLUTION OF THE PENDLETON COUNTY FISCAL COURT WHEREBY THE FISCAL COURT IS UPDATING THE PRICES OF CULVERTS AS LAID OUT IN THE PENDLETON COUNTY ADMINISTRATIVE CODE SECTION 7.5 SUB (E)**

**WHEREAS**, culverts are needed along many county maintained roads in order to divert water from running over or standing on or near the road surface, and

**WHEREAS**, the County Road Crew installs culverts along county roads at the wishes of the property owner where he or she anticipates placing an ingress and egress, and

**WHEREAS**, the County charges a stipend for the installation of such culverts in order to recoup a portion of the expense, and

**WHEREAS**, per the Pendleton County Administrative Code, Section 7.5 Sub (E), the Pendleton County Fiscal Court, at its discretion, may establish updated prices for such aforementioned culverts in order to reflect market price adjustments, and

**WHEREAS**, it has been over 8 years since any price adjustment has been made for the placing and supplying of culverts to any citizens wishing to install a culvert.

**NOW THEREFORE BE IT RESOLVED**, that the Pendleton County Fiscal Court through the passage of this resolution sets out the pricing for culvert installation as follows:

1. Installation of a 24' X 15" culvert will cost the property owner or person requesting the installation the amount of \$500.00 including the culvert, gravel and placement.
2. Installation of a 24' X 18" culvert will cost the property owner or person requesting the installation the amount of \$550.00 including the culvert, gravel and placement.
3. A surface catch culvert 24' X 15" will cost the property owner or the person requesting the installation the amount of \$1200.00 or equivalent to \$50.00 per foot.

This resolution nullifies and takes precedence over any previous resolution establishing culvert pricing.

This Resolution shall be in full force and effective immediately upon its adoption.

Adopted Date: \_\_\_\_\_

\_\_\_\_\_  
HENRY W. BERTRAM  
PENDLETON COUNTY JUDGE EXECUTIVE

ATTEST:

\_\_\_\_\_  
PENDLETON COUNTY FISCAL COURT CLERK

**In Re: Appointment to the Pendleton County Water District**

Judge Bertram presented the court with a copy of a letter from William Jones, Manager, Pendleton County Water District requesting the court appointment a new Board of Commissioners member to fulfill the unexpired term of Mr. Louis McClanahan who has resigned, due to health reasons.

Squire Fogle made a motion to appointment Mr. Gary Mann to fulfill the unexpired term, seconded by Squire Whaley, motion carried.

(9A)

**PENDLETON COUNTY WATER DISTRICT**

P.O. BOX 232, FALMOUTH, KY 41040 (859) 654-6964 FAX (859) 654-7032  
Deaf, Hard-of-Hearing or Speech Impaired, call 711

April 20, 2009

Judge Henry Bertram  
Pendleton County Judge Executive  
Pendleton County Courthouse  
223 Main St.  
Falmouth, KY 41040

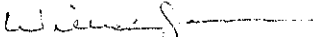
Dear Judge Bertram:

The Pendleton County Board of Commissioners would like to respectfully submit a list of potential candidates for the recent opening on our board due to the resignation of Mr. Louis McClanahan.

Our first choice is Gary Mann of Meinze Bottom Road, second is Patrick Clore of the Boston area, and third is Doug Gosney of Greenwood Portland Road.

Thanking you in advance for your consideration in this matter.

Sincerely yours,



William Jones  
Manager

**In Re: Discussion Regarding Planning Commission’s Reaction to Zoning Text Changes**

Discussion was held regarding the Planning Commissions reaction to Zoning text changes. This was for informational purposes only, no action taken.

**PROPOSED TEXT CHANGES TO  
PENDLETON COUNTY ZONING ORDINANCE  
BY PENDLETON COUNTY FISCAL COURT  
APRIL 27, 2009**

1 **PROPOSAL:** In Section 7.0.C.8., delete “Accessory dwelling units” from the list of Accessory Uses, replacing it with “DELETED” and add “Accessory dwelling units” to 7.0.D.17 as a Conditional Use.

**REASON:** Provide board of adjustment oversight to the development of additional dwelling units on a lot, to avoid the proliferation of substandard structures.

2. **PROPOSAL:** In Section 7.0.D, add as additional conditional uses in the Rural Zone:

- 15. Buildings and structures which would be accessory to a residence, on a lot without a residence.
- 16. Buildings and structures accessory to a residence, in the front yard of the residence, provided that a front setback of one hundred (100) feet is maintained.

**REASON:** The first revision allows construction of accessory structures before the home itself is built, if permitted, upon conditions, by the board of adjustment. The second revision allows use of deep front yards, if permitted, upon conditions, by the board of adjustment.

3. **PROPOSAL:** Change the Section 7.0.E.2 in the Rural Zone from: “Minimum Front Yard Depth – Fifty (50) feet.” To

- “Minimum Front Yard Depth -
  - a. In all cases no less than Ten (10) feet from (i) the right-of-way line of all state or county roads and from (ii) any utility easement area.
  - b. On U.S. Highway 27 and the “AA” Highway – One Hundred Twenty-five (125) feet.
  - c. On all state roads having state designated numbers: Fifty (50) feet from edge of pavement.
  - d. On all county roads: Thirty-five (35) feet from edge of pavement.

**REASON:** Varying right-of-way widths throughout the county have created challenges implementing the setbacks. Steep topography in many areas of the county requires lesser setbacks.

4. **PROPOSAL:** Change section 10.5.C.1. from:

“Each business shall be entitled to have one (1) sign which is mounted flush against a building (wall-mount) for each building face that fronts a public street. The depth of such a sign from a face to the building shall not exceed two (2) feet. The area of such a wall-mount sign shall be limited to a total surface area equivalent to two (2) square feet of sign area for each linear foot of building width occupied by such enterprise, not to exceed one hundred (100) square feet. The Board of Adjustment may grant a variance of the one hundred (100) square feet size limit if the franchisee of a national franchise company presents viable information that the franchisor requires a sign which larger in size in order to approve the location.”

To

“Each business shall be entitled to have a sign or signs which are mounted flush against a building (wall-mount) for each building face that is visible from a public street. The depth of such a sign from a face to the building shall not exceed two (2) feet. The area of such a wall-mount sign or signs shall be limited to a total surface area equivalent to two (2) square feet of sign area for each linear foot of building width occupied by such enterprise, not to exceed one hundred (100) square feet. The Board of Adjustment may grant a variance of the one hundred (100) square feet size limit if the franchisee of a national franchise company presents viable information that the franchisor requires a sign which larger in size in order to approve the location.”

**REASON:** Allows businesses to spread their permitted signage space onto multiple signs rather than only one large sign.

5. **PROPOSAL:** Add the following language to a Section 11.0.B.8 under “Duties of the Zoning Administrator:

“Make interpretations of the zoning ordinance so as to avoid impractical or unreasonable requirements of this ordinance as applied for minor or insignificant matters.”

**REASON:** Make zoning ordinance more flexible to address minor issues that arise from time to time.

6. **PROPOSAL:** In Article 15, add the following definitions:
- “CHANGE OF USE: a significant or substantial change in the manner in which the property or structure is used or operated, as in a change in the business conducted from one industry to another, not including minor changes not affecting the impact of the use on the community or adjoining properties.
- SIGN, TEMPORARY: A sign, excluding political signs and real estate signs, that is not permanently affixed, and which include banners, pennants, flags, searchlights, sandwich-type and balloons, which are permitted for thirty (30) days or less.”
- REASON: Adds definition to when a development plan approval process is required due to change of use, and to add clarity to the unregulated use of temporary signs.
- .....
7. **PROPOSAL:** On Zoning Map, change the term “Commercial” to the term “Business” to identify properties so zoned.
- REASON: The map should identify the title of zoning district rather than the categorical term.
- .....

**In Re: Mapping Contract with Northern Kentucky Area Planning**

Judge Bertram presented the court with a copy of a contract from Northern Kentucky Area Planning regarding mapping. Squire Whaley made a motion to approve the contract as presented, seconded by Squire Fogle, motion carried.

**CONTRACT FOR SERVICES**

- This Contract is made and executed this 1st day of May, 2009, by and between the PENDLETON COUNTY FISCAL COURT (hereinafter “County”) and the NORTHERN KENTUCKY AREA PLANNING COMMISSION (hereinafter “Contractor”).
1. **SERVICES:** The Contractor shall perform professional and technical services outlined in Appendix A (Services Program) to this Contract.
  2. **TERMS:** The services of the Contractor shall commence on July 1, 2009 and be performed continuously until the Services Program (Appendix A) has been completed or until terminated by either party. All terms of this Contract shall remain in full force and effect unless and until either party hereto gives thirty (30) days written notice to the other party of its intent to terminate this Contract, in which event this Contract will terminate, after the said thirty (30) day period, or unless and until either party desires to change the terms of the Contract and such changes are agreed upon by a properly-executed revision per Section 8.
  3. **COMPENSATION:** The amount of compensation to be paid by the County to the Contractor for the services outlined in Appendix A shall be paid in accord with the terms and conditions set forth in Appendix B (Method of Payment) to this Contract. The Contractor shall keep an accounting of all charges against this Contract which shall be accessible to the County for review.
  4. **PAYMENT:** Payment of the total amount of compensation determined in accord with Section 3 shall be made in accord with the terms and conditions set forth in Appendix B.
  5. **DATA TO BE FURNISHED TO CONTRACTOR:** If the services to be performed by the Contractor are dependent upon the County's furnishing data and information to the Contractor, all information, data, reports, records, maps, and other graphic materials as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the County, and the County shall cooperate with the Contractor in every way possible.
  6. **PERSONNEL:** The Contractor represents that it has, or will secure, at its own expense, all personnel required to perform the services required under this Contract. Such personnel shall not be deemed employees of, or have any contractual or agency relation with the County.
  7. **EXTRAORDINARY LEGAL SERVICES:** Should the Contractor incur any extraordinary legal expenses not resulting from the negligence of the Contractor, the County shall reimburse the Contractor for said expenses which shall be subject to audit by the County as to their reasonableness.
  8. **TERMINATION OR SUSPENSION OF CONTRACT:** In the event of termination, as provided for in Section 2, all finished or unfinished documents, data, studies, surveys,

drawings, maps, models, photographs, and reports, or other materials prepared by the Contractor and delivered to the County under this Contract shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any work completed on such documents and other materials for which the Contractor has not already invoiced the County.

- 9. **LIABILITY / DAMAGES:** Notwithstanding Section 8, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may withhold any payments to the Contractor for the purposes of setoff until such time as the exact amount of damage due to the County from the Contractor is determined.

Similarly, the County shall not be relieved of liability to the Contractor for damages sustained by the Contractor by virtue of any breach of contract by the County, and the Contractor may withhold any finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, and/or other materials prepared by the Contractor for the purpose of setoff until such time as the exact amount of damages due the Contractor is determined.

- 10. **MEDIATION:** If a controversy or claim relating to this Contract arises between the parties, the parties shall attempt in good faith to settle the dispute by non-binding mediation as agreed to between them prior to instituting any further action. All mediation proceedings shall take place in Kenton County, Kentucky.
- 11. **WAIVERS OR REVISIONS:** To be valid, a waiver or revision of any portion of this Contract must be in writing from an authorized representative of the County and the Contractor.
- 12. **AUTHORITY:** The County and the Contractor warrant that they have taken all necessary steps specified by the Kentucky Revised Statutes to empower lawfully their representatives to execute this Contract and any revisions thereto.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their authorized officers as of the day and year written herein as the date of execution.

PENDLETON COUNTY FISCAL COURT

By: \_\_\_\_\_  
Henry Bertram, Judge/Executive

\_\_\_\_\_  
WITNESS

NORTHERN KENTUCKY AREA PLANNING COMMISSION

By: \_\_\_\_\_  
Dennis A. Gordon, FAICP  
Executive Director, NKAPC

\_\_\_\_\_  
WITNESS

APPENDIX A  
Services Program

Task 1: Plat Review and Support

Use coordinate geometry (COGO) to convert final plats (parcels, centerline and edge of pavement) into digital format and convert to shapefile. Submit to Pendleton County PVA. Additional help with survey issues as needed.

Task	Projected Expenditures	Timeline	Hours	Cost
1	Plat Review and Support	7/01/09-6/30/10	12.5	\$500

Task 2: Technical Support

Frontline GIS software helpdesk support; second line support for GIS products in an advisory capacity. Support any other technical issues as needed.

Task	Projected Expenditures	Timeline	Hours	Cost
2	Technical Support	7/01/09-6/30/10	25	\$1000

Task 3: Addressing

Assign addresses and enter them in the GIS within the five day turnaround period. Audit the address points layer in order to repair flagged problem areas by PVA.

Task	Projected Expenditures	Timeline	Hours	Cost
3	Addressing	7/01/09-6/30/10	50	\$2,000

Task 4: New Road Centerlines

GPS new centerlines and populate the centerline with address ranges. Improve existing centerline cartography.

Task	Projected Expenditures	Timeline	Hours	Cost
4	New Road Centerlines	7/1/09-6/30/10	37.5	\$1500

Task 5: Data Maintenance

Perform maintenance on existing data sets that have been developed for emergency management and daily operations.

Task	Projected Expenditures	Timeline	Hours	Cost
5	Data Maintenance	7/1/09-6/30/10	7.5	\$300

Task 6: Emergency Management

Works with the EM Director to define what the future needs are for EM in Pendleton Co. Provide map books for the Police, Fire and EMS services in Pendleton Co (to be updated with the addition of any new road). Provide support through establishing elevation monuments and Reverse 911 geocoding using MSAGs gained from Cincinnati Bell (update yearly).

Task	Projected Expenditures	Timeline	Hours	Cost
6	Emergency Management	7/1/09-6/30/10	25	\$1,000

Task 7: Miscellaneous

This task is to be determined by the Pendleton County Fiscal Court.

Task	Projected Expenditures	Timeline	Hours	Cost
7	Miscellaneous	7/1/09-6/30/10	62.5	\$2,500

Task 8: Data Sales and Distribution

Sell, collect, and distribute Pendleton County GIS data.

Task	Projected Expenditures	Timeline	Hours	Cost
8	Data Sales and Distribution	7/01/09-6/30/10	30	\$1,200
Total: Tasks assigned - 8		12 Months	250	\$10,000



**APPENDIX B**  
**Method of Payment**

Upon acceptance of this contract and on July 1, 2009 or as soon as possible thereafter, County shall remit for payment to the Contractor the difference between \$10,000 and the amount held in reserves by the Contractor on June 30, 2009. The Contractor shall provide the County an invoice identifying the aforementioned amount on or as soon as possible thereafter July 1, 2009. Such payment shall be for providing the services as outlined in Appendix A. Every year thereafter the County will be billed the difference between the reserves held by the Contractor and the amount of \$10,000. Such payment shall be made at beginning of the new fiscal year unless otherwise directed. Any GIS or other data revenue generated by the Contractor shall be kept in reserves for future contracted services. Should at any time during this contract, either party resolve to discontinue the contract as described in Section 2, all unencumbered funds shall be returned to the County.

**In Re: Contract with Thomas Hardy for Mowing and Weed-eating Nature Preserve**

Judge Bertram presented the court with a copy of a contract with Thomas Hardy regarding mowing and weed-eating the Cedar Line Nature Preserve. The contract prices are the same as last year with the exception of the first mowing will be at a cost of \$125.00 up from \$100.00 last year and all subsequent mowings will be \$75.00 the same as last year.

Squire Veirs made a motion to accept the contract as presented, seconded by Squire Whaley, motion carried.

**CONTRACT**  
**BETWEEN THE PENDLETON COUNTY FISCAL COURT AND**  
**THOMAS HARDY**

**A CONTRACT BETWEEN THE PENDLETON COUNTY FISCAL COURT AND THOMAS HARDY, 498 POPLAR THICKET ROAD, ALEXANDRIA, KENTUCKY 41001 TO MOW AND WEED EATING THE OPEN AREA OF THE PENDLETON COUNTY NATURE PRESERVE PROPERTY.**

**WHEREAS**, the Pendleton County Fiscal Court owns and maintains the Nature Preserve at the corner of Hale Road and Flour Creek Road, and

**WHEREAS**, the purpose of the Nature Preserve is to provide recreation and an educational facility to the citizens of Pendleton County, and

**WHEREAS**, the Pendleton County Fiscal Court is in need of someone to provide mower and weed eating service to the cleared area of the Nature Preserve so as to allow for more comfortable use by Pendleton County Citizens, and

**WHEREAS**, the terms of this agreement shall be for the summer mowing season of calendar year 2009 and begin at the date of execution of this agreement, and may be terminated immediately upon written notice by either party.

**NOW THEREFORE**, based on the above-described need, the Pendleton County Fiscal Court agrees to enter into the following agreement with Thomas Hardy.

Thomas Hardy agrees to:

1. Mow and weed eat the cleared area of the Pendleton County Nature Preserve as needed with each mowing and weed eating being on an approximate three weeks basis not to be any sooner than a two week basis and shall be mowed and weed eaten only when needed.
2. Inform the local magistrate (Gary Veirs) of each time he intends to mow and weed eat.
3. Provide his own equipment and hold the county harmless in every way should he cause damage to his equipment or injury or damage to himself or any other party while providing mowing and weed eating service.

Pendleton County Fiscal Court Agrees to:

1. Compensate Mr. Hardy the amount of \$125.00 for the first mowing and \$75.00 each mowing thereafter.

\_\_\_\_\_  
Henry W. Bertram  
Pendleton County Judge/Executive

\_\_\_\_\_  
Thomas Hardy

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**In Re: Presentation of County Budget for Fiscal Year 2009-2010**

Judge Bertram presented the court with a copy of the county budget for Fiscal Year 2009-2010. Discussion was held regarding the request for funding for the Pendleton County Drug Court, it was suggested that the funding for this program come from the general fund and that the amount be reduced by 10% due to many other programs being cut or reduced in the upcoming Fiscal Year.

**In Re: Suspension of Road Department employee**

Judge Bertram presented the court with a request from Tim Antrobus, Road Supervisor, regarding a one (1) day suspension for road employee, Tom Wood, due to tardiness. Mr. Wood had been given two (2) verbal warnings prior to being tardy for the third time. Squire Wells made a motion to approve this suspension, seconded by Squire Fogle, motion carried.



Magistrates  
Alan Whaley  
Bobby Fogle

**Commonwealth of Kentucky**

**Henry W. Bertram**  
Pendleton County Judge/Executive  
233 Main St. Room 4  
Falmouth, Kentucky 41040  
Ph (859) 654-4321 Fax (859) 654-5047  
Cell Ph (859) 743-6559  
pendjud@fuse.net  
www.pendletoncounty.ky.gov



Magistrates  
Gary Veirs  
Stacey Wells

April 28, 2009

Tommy Wood  
939 J.H. Godman Road  
Falmouth, Kentucky 41040

Dear Tom Wood,

Based on the request made to me by your supervisor, Tim Antrobus and the infractions outlined within his letter, I am hereby suspending you from work for one day. This one day of lost work shall be without pay. This suspension was approved by the fiscal court on April 28, 2009. Please be aware that any further infractions of county policy, could result in further disciplinary action, up to and including dismissal.

It shall be your supervisor's decision as to the date of this one day suspension.

Sincerely,

Henry W. Bertram  
Pendleton County Judge/Executive

CC. Jeff Dean, County Attorney  
DD. Magistrates

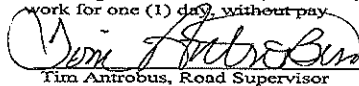
**PENDLETON COUNTY ROAD DEPARTMENT**

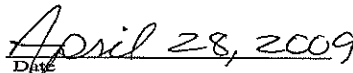
103 HWY 330 West  
Falmouth, Kentucky 41040  
859-654-4371  
Tim Antrobus, Supervisor

**TO:** Henry W. Bertram, Pendleton County Judge/Executive  
**FROM:** Tim Antrobus, Pendleton County Road Supervisor  
**DATE:** April 21, 2009

**Suspension Request**

After two (2) verbal warnings given to Tommy Wood for tardiness, he was late again, incurring his 3<sup>rd</sup> infraction; therefore, I am hereby requesting that he be suspended from work for one (1) day, without pay.

  
Tim Antrobus, Road Supervisor

  
Date

**In Re: Budget Account Transfers**

Judge Bertram presented and read the Budget Account Transfers, whereupon Squire Veirs made a motion, seconded by Squire Whaley that the following Budget Account Transfers be accepted and approved as presented, motion carried.

**PENDLETON COUNTY FISCAL COURT  
TUESDAY APRIL 28, 2009  
7:00 PM  
COURT ORDER TRANSFERS**

**BUDGET FUND TRANSFERS**

**General Fund**

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5001-445	Co. Judge/Exe Office Supplies	\$ 300.00
01-5205-592	Maintenance & Repair Vehicle A/C	\$ 100.00
01-5210-468	Recycling & Landfill Supplies	\$ 200.00
01-5215-366	Solid Waste Contracted Services	\$ 3,201.00
01-9100-307	State Auditing Services	\$ 7,050.00
01-9100-332	Legal Fees	\$ 100.00

**Road Fund**

Transfer from (02-6105-405) Asphalt to the following accounts:

02-6103-102	Road Supervisor Salary	\$ 6,300.00
-------------	------------------------	-------------

**LGEA Fund**

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-5135-445	Office Supplies	\$ 200.00
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**Ambulance Fund**

Transfer from (09-9200-999) Reserve for Transfers to the following accounts:

09-5140-592	Maintenance & Repairs -- Vehicles	\$ 500.00
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**911 Fund**

**INTERFUND TRANSFERS**

Transfer from General Fund to 911 Fund for Operations	\$10,000.00
---	-------------

\_\_\_\_\_  
Henry W. Bertram  
Pendleton County Judge/Executive

\_\_\_\_\_  
Vicky J. King  
Fiscal Court Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**In Re: Payment of Claims**

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Whaley, seconded by Squire Fogle that the following claims be allowed and ordered paid out of the following funds, motion carried.

## Pendleton County Fiscal Court

## Voucher Claims Register

General Fund

From: 04/28/2009 To: 04/28/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5161	Vendor	MODERN LEA	MODERN LEASING		Voucher Date 04/28/2009
10-0128	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		019179	COPIER LEASE JUDGES OFFICE	425.83
		Printed On Check 011400			Voucher Totals	425.83
Voucher No.	10-5162	Vendor	POST OFFIC	U S POST OFFICE		Voucher Date 04/28/2009
10-0128	01-5001-563-	CO. JUDGE/EXEC., POSTAGE		019184	500 STAMPS @ .42	210.00
		Printed On Check 011401			Voucher Totals	210.00
Voucher No.	10-5163	Vendor	AUDITOR	KENTUCKY STATE TREASURER		Voucher Date 04/28/2009
10-0128	01-9100-307-	STATE AUDITING SERVICES		019170	FISCAL COURT AUDIT YEAR ENDING 6-30-2008	8,037.30
		Printed On Check 011402			Voucher Totals	8,037.30
Voucher No.	10-5164	Vendor	FAL OUTLOO	THE FALMOUTH OUTLOOK		Voucher Date 04/28/2009
10-0128	01-5040-445-	CO. TREASURER, OFFICE SUPPLIES		019163	OUTLOOK SUBSCRIPTION	27.50
		Printed On Check 011403			Voucher Totals	27.50
Voucher No.	10-5165	Vendor	APA	AMERICAN PLANNING ASSOCIATION		Voucher Date 04/28/2009
10-0128	01-5070-445-	P&Z OFFICE SUPPLIES		019175	PLANNING BOOKS	65.95
		Printed On Check 011404			Voucher Totals	65.95
Voucher No.	10-5166	Vendor	KAPA	KENTUCKY AMRICAN PLANNING ASSOCIATION		Voucher Date 04/28/2009
10-0128	01-5070-574-	P&Z TRAINING		019166	2009 KAPA SPRING CONFERENCE	60.00
		Printed On Check 011405			Voucher Totals	60.00
Voucher No.	10-5167	Vendor	INDUSTRIAL	PENDLETON CO INDUSTRIAL AUTHORITY		Voucher Date 04/28/2009
10-0128	01-5070-578-	P&Z UTILITIES		019171	P & Z UTILITY REIMBURSEMENT	60.00
		Printed On Check 011406			Voucher Totals	60.00
Voucher No.	10-5168	Vendor	INDUSTRIAL	PENDLETON CO INDUSTRIAL AUTHORITY		Voucher Date 04/28/2009
10-0128	01-5075-507-	ECONOMIC DEVELOPMENT CONTRIBUTION		019168	FY 2008-2009 4TH QUARTER CONTRIBUTIONS	4,800.00
		Printed On Check 011407			Voucher Totals	4,800.00
Voucher No.	10-5169	Vendor	ARAMARK	ARAMARK UNIFORM SERVICES, INC		Voucher Date 04/28/2009
10-0128	01-5080-411-	CUSTODIAL SUPPLIES		019007	MARCH MATT RENTAL COURTHOUSE	318.80
		Printed On Check 011408		019007	MARCH MATT RENTAL ANNEX	29.45
					Voucher Totals	348.25
Voucher No.	10-5170	Vendor	KLEEN RITE	KLEEN RITE		Voucher Date 04/28/2009
10-0128	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		019151	FLOORS STIPPED AND WAXED	855.25
		Printed On Check 011409			Voucher Totals	855.25
Voucher No.	10-5171	Vendor	NORTON	TIM NORTON AUTO SERVICE L.L.C.		Voucher Date 04/28/2009
10-0128	01-5205-582-	MAINTENANCE & REPAIR VEHICLE A.C.		019165	REPAIRS TO 2001 JEEP CHEROKEE BREAKS & AXLE JOINTS	210.00
		Printed On Check 011410			Voucher Totals	210.00

Page No 1

## Pendleton County Fiscal Court

## Voucher Claims Register

General Fund

From: 04/28/2009 To: 04/28/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5172	Vendor	CO CLERK	PENDLETON COUNTY CLERK		Voucher Date 04/28/2009
10-0128	01-5025-499-	OTHER SUPPLIES		019182	RECORDING FEE RESOLUTION / AMENDMENT COLT	47.00
		Printed On Check 011411			Voucher Totals	47.00
Voucher No.	10-5173	Vendor	GALETON	GALETON GLOVES		Voucher Date 04/28/2009
10-0128	01-5210-468-	RECYCLING & LANDFILL SUPPLIES		019164	SOLID WASTE MATERIALS	260.35
		Printed On Check 011412			Voucher Totals	260.35
Voucher No.	10-5174	Vendor	PCHS ROTC	PCHS ROTC		Voucher Date 04/28/2009
10-0128	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		019189	LITTER ABATEMENT CLEANUP - 10 MILES	1,000.00
		Printed On Check 011413			Voucher Totals	1,000.00
Voucher No.	10-5175	Vendor	4H YO RIDE	PENDLETON CO 4-H YOUNG RIDERS		Voucher Date 04/28/2009
10-0128	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		019158	LITTER ABATEMENT CLEANUP 4-H CLUB RIDERS	800.00
		Printed On Check 011414			Voucher Totals	800.00
Voucher No.	10-5176	Vendor	KARENDAVIS	KAREN DAVIS HOMEMAKERS		Voucher Date 04/28/2009
10-0128	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		019180	LITTER ABATEMENT CLEANUP	600.00
		Printed On Check 011415			Voucher Totals	600.00
Voucher No.	10-5177	Vendor	OCC-DELICIE	OAKLAND CHRISTIAN CHURCH		Voucher Date 04/28/2009
10-0128	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		019181	LITTER ABATEMENT CLEANUP	900.00
		Printed On Check 011416			Voucher Totals	900.00
Voucher No.	10-5178	Vendor	PCHS ROTC	PCHS ROTC		Voucher Date 04/28/2009
10-0128	01-5325-504-	CEMETERY MAINTENANCE		019172	CEMETERY CLEANUP	100.00
		Printed On Check 011417			Voucher Totals	100.00
Voucher No.	10-5179	Vendor	FAITHCOMMU	FAITH COMMUNITY PHARMACY		Voucher Date 04/28/2009
10-0128	01-5330-499-	GENERAL CHARITY - RED CROSS, COPS, CRT		019167	FUEL FOR RX DELIVERY JAN, FEB, MARCH 2009	60.00
		Printed On Check 011418			Voucher Totals	60.00
Voucher No.	10-5180	Vendor	DOUGLAS BE	DOUGLAS BECKHAM		Voucher Date 04/28/2009
10-0128	01-9100-332-	LEGAL FEES		019165	P & Z TRAINING 3 HOURS @ \$25	75.00
		Printed On Check 011419			Voucher Totals	75.00
20 Vouchers Printed Totalling						18,932.43

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Pendleton County Fiscal Court  
Voucher Claims Register

Road Fund  
From: 04/28/2009 To: 04/28/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor WILLARDSHE WILLARD SHELTON						
Voucher No. 10-5181						Voucher Date 04/28/2009
10-0228	02-8105-447-	ROAD MATERIALS		023552	REFUND ON CULVERT PIPE	200.00
		Printed On Check 005701				200.00
Vendor TORCO TEST TORCO TESTING SERVICES, INC.						Voucher Date 04/28/2009
Voucher No. 10-5182						
10-0228	02-8105-447-	ROAD MATERIALS		023553	STRUCTURAL TEST OF BUCKET TRUCK	235.00
		Printed On Check 005702				235.00
Vendor SCOTT-GRO SCOTT-GROSS COMPANY, INC.						Voucher Date 04/28/2009
Voucher No. 10-5183						
10-0228	02-8105-447-	ROAD MATERIALS		023554	ROAD MATERIALS	29.27
		Printed On Check 005703				29.27
Vendor HALL SIGNS HALL SIGNS INC.						Voucher Date 04/28/2009
Voucher No. 10-5184						
10-0228	02-8105-447-	ROAD MATERIALS		023542	ROAD SIGNS	534.47
		Printed On Check 006704				534.47
Vendor UES UTILITY EQUIPMENT SERVICE, INC.						Voucher Date 04/28/2009
Voucher No. 10-5185						
10-0228	02-8105-447-	ROAD MATERIALS	3692	023561	ROAD MATERIALS	261.93
		Printed On Check 005705				261.93
Vendor MOBILCOM MOBILCOMM INC						Voucher Date 04/28/2009
Voucher No. 10-5186						
10-0228	02-8105-447-	ROAD MATERIALS	724382	023562	ICE STORM DAMAGE	2,070.57
		Printed On Check 005706				2,070.57
						Voucher Totals
						6 Vouchers Printed Totalling 3,331.24

Pendleton County Fiscal Court  
Voucher Claims Register

Jail Fund  
From: 04/28/2009 To: 04/28/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor JAILASSOC KENTUCKY JAILERS ASSOCIATION						
Voucher No. 10-5187						Voucher Date 04/28/2009
10-0329	03-9100-569-	STAFF TRAINING		031599	JAILERS ASSOCIATION CONFERENCE JAILER, 3 DEPUTIES	600.00
		Printed On Check 004970				600.00
						Voucher Totals
						1 Vouchers Printed Totalling 600.00

# Pendleton County Fiscal Court

## Voucher Claims Register

L.G.E.A. Fund

From: 04/28/2009 To: 04/28/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5188	Vendor	CJS	CENTRAL JANITORIAL SUPPLY		Voucher Date
10-0428	04-5135-411-	CUSTODIAL SUPPLIES		042021	CUSTODIAL SUPPLIES	123.48
		Printed On Check 001148			Voucher Totals	123.48
Voucher No.	10-5189	Vendor	FAMILY	FAMILY DOLLAR STORES		Voucher Date
10-0428	04-5135-411-	CUSTODIAL SUPPLIES		042023	CUSTODIAL SUPPLIES	4.15
		Printed On Check 001149			Voucher Totals	4.15
Voucher No.	10-5190	Vendor	OFFICEDEPO	OFFICE DEPOT		Voucher Date
10-0428	04-5135-445-	OFFICE SUPPLIES		042024	OFFICE SUPPLIES EMERGENCY MGMT	70.72
		Printed On Check 001150			Voucher Totals	70.72
Voucher No.	10-5191	Vendor	MODERN LEA	MODERN LEASING		Voucher Date
10-0428	04-5135-445-	OFFICE SUPPLIES		042026	1/2 COPIER LEASE EOC	132.18
		Printed On Check 001151			Voucher Totals	132.18
Voucher No.	10-5192	Vendor	RECREATION	COMMUNITY RECREATION COMMISSION		Voucher Date
10-0428	04-5405-107-	RECREATION - SUPER/DIRECTOR		042029	1/2 APRIL SALARY RECREATION DIRECTOR	1,503.82
		Printed On Check 001152			Voucher Totals	1,503.82
5 Vouchers Printed Totalling						2,134.35

Page No 1

# Pendleton County Fiscal Court

## Voucher Claims Register

Ambulance Fund

From: 04/28/2009 To: 04/28/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5193	Vendor	PEND EMS	PENDLETON COUNTY EMS, INC		Voucher Date
10-0928	09-5140-303-	AMBULANCE SERVICE		092485	MAY AMBULANCE SERVICE	52,078.63
		Printed On Check 001158			Voucher Totals	52,078.63
Voucher No.	10-5194	Vendor	MOBIL.COM	MOBILCOMM INC		Voucher Date
10-0928	09-5140-441-	MACHINERY & EQUIPMENT		092479	REPAIRS TO EQUIPMENT	9.74
		Printed On Check 001159			Voucher Totals	9.74
Voucher No.	10-5195	Vendor	SCOTT-GRO	SCOTT-GROSS COMPANY, INC.		Voucher Date
10-0928	09-5140-550-	MEDICAL SUPPLIES		092478	CYLINDER RENTAL & COMPRESSED OXYGEN	473.43
		Printed On Check 001160			Voucher Totals	473.43
Voucher No.	10-5196	Vendor	ANTHEM-LOU	ANTHEM		Voucher Date
10-0928	09-5140-567-	REFUNDS		092484	REFUND FOR KAREN WHITE ACCOUNT	240.92
		Printed On Check 001161			Voucher Totals	240.92
Voucher No.	10-5197	Vendor	SILCO	SILCO FIRE PROTECTION CO.		Voucher Date
10-0928	09-5140-571-	RENEWALS & REPAIRS		092480	MAINTENANCE ON FIRE EXTINGUISHERS AMBULANCE QRTS	119.25
		Printed On Check 001162			Voucher Totals	119.25
Voucher No.	10-5198	Vendor	CHUCKS	CHUCKS AUTO BODY, INC.		Voucher Date
10-0928	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES		092477	DEDUCTIBLE ON NEW AMBULANCE - HIT DEER	500.00
		Printed On Check 001163			Voucher Totals	500.00
6 Vouchers Printed Totalling						53,421.97

Page No 1

Pendleton County Fiscal Court  
Voucher Claims Register

911 Fund Fund  
From: 04/28/2009 To: 04/28/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5189	Vendor	MODERN LEA	MODERN LEASING	Voucher Date	04/28/2009
10-7528	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	751147	1/2 COPIER LEASE DISPATCH		132.17
		Printed On Check 001885			Voucher Totals	132.17
					1 Vouchers Printed Totalling	132.17

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In Re: Closing Remarks

Judge Bertram presented the court with a report from Fred Edwards, Solid Waste Coordinator regarding the spring clean up, 157 miles of roads were cleaned by 531 participants, and this program is funded with Litter Abatement grant funds.

PENDLETON COUNTY 2009 SPRING CLEANUP					
ROAD	DATE	MILES	PARTICIPANTS	BAGS	COST
HWY 930	15-Mar	10	40	91	\$1,000
HWY 491	20-Mar	5	8	33	\$500
HWY 609	21-Mar	7	8	16	\$700
HWY 1867	21-Mar	7	18	37	\$700
HWY 2184	21-Mar	4	18	28	\$400
FISHING CREEK	21-Mar	5	13	34	\$500
HWY 159S	21-Mar	6	25	51	\$600
HWY 177E	21-Mar	7	22	38	\$700
GUMBLICK RD	21-Mar	7	17	60	\$700
LENNOXBURG RD	21-Mar	7	35	31	\$700
GRIMES RD	21-Mar	4	35	35	\$400
HWY 159N	23-Mar	6	6	16	\$600
HWY 1064S	28-Mar	5	24	40	\$500
HWY 1064N	28-Mar	4	24	50	\$400
HWY 467W	4-Apr	5	13	28	\$500
ST SHOOT	4-Apr	4	16	26	\$400
KNOX-GARDNER	4-Apr	5	16	31	\$500
HWY 17	4-Apr	10	8	72	\$1,000
HWY 467E	4-Apr	5	16	41	\$500
HWY22W	4-Apr	10	30	70	\$1,000
HWY 27S	5-Apr	10	27	130	\$1,000
RESERVIOR HILL	5-Apr	1	27	15	\$100
NEW HOPE	13-Apr	3	18	18	\$300
MCKINNEYSBURG	13-Apr	5	18	36	\$500
HWY 22E	18-Apr	9	15	72	\$900
HWY 1053	18-Apr	6	8	22	\$600
HWY 27N	25-Apr	10	28	95	\$1,000
TOTALS		157	531	1216	\$15,700

Judge Bertram presented the court with a copy of a letter that will be sent to the Industrial Authority Board regarding funding for Fiscal Year 2009-2010.



Magistrates  
Alan Whaley  
Bobby Fogle

## Commonwealth of Kentucky

**Henry W. Bertram**  
Pendleton County Judge/Executive  
233 Main St. Room 4  
Falmouth, Kentucky 41040  
859-654-4321 Fax 859-654-5047  
Cell Ph 859-743-6559  
pendjud@fuse.net  
www.pendletoncounty.ky.gov



Magistrates  
Gary Veirs  
Stacey Wells

April 29, 2009

Pendleton County Industrial Authority  
P. O. Box 171  
Falmouth, KY 41040

Dear Pendleton County Industrial Authority Board Members:

It is with deep regret that I am forced to send you this letter. Over the past 10 plus years, the Pendleton County Fiscal Court has been supportive of your efforts while always being forced to be conservative in our funding of your very important arm of county government. As scriptures states, we are all members of one body and no part of the body is more important than another. All parts are extremely important.

A few years back Harrison County was forced to cease funding their Industrial Authority. With this letter, and again with much sorrow, we are forced into this same position. The revenue, as you can see from the attached documents, has been on a steady decline since my taking office in 1999. My first year in office the total revenue and surplus from mineral severance amounted to \$1,672,972. Due to dwindling revenues, this year the total revenue, along with reserves, will be budgeted at only \$132,428, which only covers Emergency Management, along with \$2000 for juvenile supervision. The 1999 budget was over \$500,000.

The \$132,428 is strictly the final amount in reserves with ALL other budget items being cut or moved to the General Fund. After moving the mandatory items to the General Fund, we have found that our budget expenditures over spends revenues by \$200,000 in that account. These items will and must be covered with reserve funds. These reserves will soon be depleted, as they have been in the LGEA Account, if things don't change.

We had the first reading of an Ambulance Taxing District creating ordinance last night that we hope will assist with the aforementioned short fall, but we also need to get the Fire Departments off our back. Hopefully with these changes we can get back into the game.

For all of the above reasons, the Fiscal Court has decided to reduce your yearly contribution this year by 10% as we have done with most of our contributions. Some of our contributions have been cut by 50% this year. Also, with regret, we must inform you that your contribution was completely removed from the budget next year.

We know our decision will place a hardship on your organization, but we are forced into these hard decisions. Hopefully things will turn around soon and we can get back to assisting your organization.

With regrets,

Henry W. Bertram  
Pendleton County Judge/Executive

cc: Magistrates

Judge Bertram gave an update on the Swine Flu virus.

Squire Wells and Squire Fogle will be assisting with the bid process for ambulance service in the upcoming FY.

### In Re: Adjournment

Squire Wells made a motion, seconded by Squire Whaley that this meeting be adjourned to meet again in regular session on May 12<sup>th</sup>, 2009, subject to any called meetings, motion carried.

ATTEST:

\_\_\_\_\_  
Henry W. Bertram

\_\_\_\_\_  
Pendleton County Fiscal Court Clerk